

EXHIBIT 1

CERTIFICATION

I, Scott R. Ostericher, do hereby certify that I am the AVP, Claim Operations of Mt. Hawley Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and that to the best of my knowledge the attached is a true and correct copy of Policy No. MCP0170029 (7/1/2020 - 7/1/2021) issued to Named Insured Spring Mountain Vineyard, Inc.



DN: cn=Scott R. Ostericher, o=RLI/Mt. Hawley/CBIC, ou=Claim
Department, email=scott.ostericher@rlicorp.com, c=US
Reason: To the best of my knowledge the attached is a true and
correct copy of this policy.
Location: Peoria, Illinois
Date: 2021.07.22 10:34:46 -05'00'

Scott R. Ostericher, AVP, Claim Operations, Claims



Mt. Hawley Insurance Company

9025 N. Lindbergh Drive
Peoria, Illinois 61615
309-692-1000

Commercial Property Policy Declarations Page

Policy No. MCP0170029

Named Insured and Mailing Address:

Spring Mountain Vineyard, Inc.
2805 Spring Mountain Road
St. Helena, CA 94574

Agent/Broker and Mailing Address:

Risksmith Insurance Srvs, LLC
8270 Grogans Ferry Road
Atlanta, GA 30350

Policy Period: From 07/01/2020 to 07/01/2021 at 12:01 A.M. Standard Time at your mailing address shown above.

DESCRIPTION OF PREMISES

Schedule Of Locations Received 6/29/2020 On File With Us

CAUSES OF LOSS: Special excluding Earthquake and Flood

LIMITS OF INSURANCE

Total coverage (limit) applicable Limit \$10,000,000 , **part of** \$10,000,000 **Excess Of** \$10,000,000

The above limit applies to the following and is subject to any sublimits stated elsewhere in the policy:

Building *

Business Personal Property *

Business Income (and Extra Expense)

* Replacement Cost Applies

Per Occurrence Loss Limit

At no time will we pay more than \$10,000,000 for a loss due to a single occurrence or event.

Coverage under this policy attaches excess of the underlying insurance which, in turn, is subject to specific deductibles. Please refer to the underlying insurance policy for these amounts.

FORMS MADE A PART OF THIS POLICY AT TIME OF ISSUE: See CPR 2150, Applicable Forms & Endorsements

Total Premium \$ [REDACTED]

Amount Payable At Inception \$ [REDACTED]

Authorized Signature

The signature is a handwritten mark in black ink, appearing to be a stylized 'J' or 'L' followed by a flourish.

MB 8/28/2020

FRPR 100 (02/02)

Insured

Mt. Hawley Insurance Company

9025 North Lindbergh Drive, Peoria, IL 61615

SUPPLEMENTAL DECLARATIONS

Policy No: MCP0170029

Named Insured and Mailing Address

Spring Mountain Vineyard, Inc.
2805 Spring Mountain Road
St. Helena, CA 94574

Portion of premium attributable to coverage for Certified Acts of Terrorism \$N.A. - Coverage Rejected by Insured

Portion of premium attributable to coverage for Certified Acts of Terrorism
(fire only), as required by state law



Policy Number: MCP0170029

Mt. Hawley Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

APPLICABLE FORMS & ENDORSEMENTS

FORMS AND ENDORSEMENTS LISTED BELOW APPLY TO AND ARE MADE PART OF THIS POLICY AT TIME OF ISSUE.

RIL-110B(01/08)	Supplemental Declarations
CPR-2002(02/14)	Excess Property Coverage
CPR-2200(10/01)	Loss Payee/Additional Insured Endorsement
CPR-2212(03/02)	Additional Named Insureds
CPR-2273(04/12)	Minimum Earned Premium Endorsement
CPR-2276(04/12)	Non-Payment Of Premium
CPR-2281(12/14)	Nuclear, Biological, Chemical, or Radioactive Exclusion
CPR-2126(10/01)	Limitation of Liability Endorsement
CPR-2133(10/01)	Absolute Pollution Exclusion Endorsement
CPR-2230(03/08)	Terrorism Exclusion
CPR-2269(06/09)	Asbestos Exclusion
CPR-2295(04/20)	Windstorm Or Hail Loss Reporting Limitation Addendum
CPR-2309(03/20)	Exclusion Of Loss Due To Virus Or Bacteria
CPR-2310(04/20)	Appraisal
CPR-2311(04/20)	Legal Action Conditions Endorsement
CPR-2313(06/20)	Cyber And Computer Related Loss Exclusion
RIL-099(04/20)	Service Of Suit
ILF-0001C(04/16)	Signature Page

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCESS PROPERTY COVERAGE

(Following Form)

Throughout the policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company.

1. INSURING AGREEMENT

In consideration of the payment of premium stated in the declarations and subject to the terms and conditions contained in our policy or endorsed hereon, we agree to insure against risks of direct physical loss or damage to covered property per the terms and conditions of the Underlying Insurance Policy listed in Item **3.B.** except as excluded herein

Total Underlying insurance may be provided by a company or companies some of which may have different conditions, limitations and exclusions than the Underlying Insurance Policy. Insurance under this policy is subject to the same conditions, limitations, and exclusions (except as mentioned herein or endorsed onto this policy) as the Underlying Insurance Policy referenced below.

The risk of uncollectibility (in whole or in part) of other insurance, whether because of financial impairment or insolvency of an underlying or other insurer or for any other reason, is expressly retained by the insured and is not in any way or under any circumstances insured or assumed by us.

2. LIMITS OF LIABILITY

Our limit of liability in any one occurrence for loss or damage to Covered Property arising from any one loss or disaster for all coverages and locations insured in this policy combined shall not exceed \$10,000,000 part of \$10,000,000 excess of \$10,000,000. Additionally our limit of liability is subject to separate term aggregate limits as indicated below.

A. \$Not Covered in any one policy term for loss or damage to Covered Property hereunder arising from flood for all coverages and locations insured hereunder combined;

B. \$Not Covered in any one policy term for loss or damage to Covered Property hereunder arising from earthquake/earthquake sprinkler leakage for all coverages and locations insured hereunder combined.

Our percentage of participation for the layer on which we participate is 100% and our liability is limited to the same proportion for any loss hereunder. We will not pay for more than our pro rata share of the "Ultimate Net Loss" in excess of the total amount of underlying insurance indicated herein arising from any one loss or disaster.

3. UNDERLYING INSURANCE

A. LIMITS: the total amount of Underlying Insurance is \$10,000,000

plus any deductible amount or self-insured retention or similar plan beneath any underlying insurance for all property and coverages combined.

B. UNDERLYING INSURANCE POLICY: the Underlying Insurance Policy referred to herein is provided by:

Policy No.: ESP 2004861 00

Carrier: First Specialty Insurance Corporation

Eff Date: 07/01/2020

Exp Date: 07/01/2021

Any revision to the policy shown above and/or other underlying policy(ies) made after the effective date of the Underlying Insurance Policy shall not be binding on this excess insurance without our consent.

4. APPLICATION OF UNDERLYING INSURANCE POLICY

Our policy insures against loss or damage as per the terms and conditions of the "Underlying Insurance Policy" listed in Item **3.B.**, except that where our provisions and stipulations are more restrictive or contrary to those of the "Underlying Insurance Policy," our policy will supersede.

5. EXCEPTIONS TO THE UNDERLYING INSURANCE POLICY

Our policy insures against the same perils and provides coverage in the same territory as the "Underlying Insurance Policy" listed in Item **3.B.** unless specified or restricted below:

A. Perils Insured: This policy insures against direct physical loss or damage from the following Peril(s) only. Losses from any other perils insured by the "Underlying Insurance Policy" are excluded.

Special excluding Earthquake, Flood and Equipment Breakdown, including Wildfire.

B. Territory: This policy insures property located in the following territory(ies) only. Any location outside of the stated territory(ies) is not covered regardless of whether it is listed on a schedule of locations or statement of values provided to this company. Additionally, any location within the territory(ies) indicated below which has not been submitted to the company for coverage and for which a premium has not been charged does not have coverage under this policy.

California locations as per our schedule on file received 06/29/2020

6. MAINTENANCE OF UNDERLYING INSURANCE

It is a condition of our policy that the total amount of Underlying Insurance specified in Item **3.A.** be maintained in full force and effect during the currency of our policy.

The total amount of underlying insurance will be deemed applicable even in the event of:

- A. Your failure to comply with any condition of any underlying insurance policy;
- B. Insolvency of any insurer providing underlying insurance;
- C. Cancellation or endorsement of any policy or part of a policy providing underlying insurance to our policy;
- D. Reduction or exhaustion of any limits, sub-limits, or aggregate Limits of Insurance or deductible or self-insured retention plans of any policy providing underlying insurance to our policy, by reason of losses paid or incurred thereunder.

7. LOSS PAYMENT

Liability under our policy for our share of the "Ultimate Net Loss" will not attach until the underlying insurer(s) have paid, admitted liability for, or have been held legally liable for the full amount of their respective participations of the "Ultimate Net Loss." But in no event shall the "Ultimate Net Loss" exceed the less of the following:

- A. Actual adjusted amount of loss;
- B. Total stated value for the property lost or damaged, as shown on the latest statement of values on file with us;
- C. Your financial interest.

8. DEFINITION

"Ultimate Net Loss" means the actual loss or damage sustained by you (including any Deductible or self-insured retention amount) as a direct result of the perils insured against and the coverages provided for in our policy to Covered Property hereunder arising from any one loss or disaster, after making Deductions for salvage, subrogation and recoveries from any source other than our policy and the underlying and excess insurance policies.

9. CHANGES

Notice to or knowledge possessed by any agent or other person will not constitute a waiver or change in any part of this policy or stop us from asserting any rights under the terms of our policy. The terms of this policy cannot be waived or changed, except by endorsement issued to form a part of this policy.

10. CANCELLATIONS

- A. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation stating when thereafter the cancellation will be effective.
- B. If we cancel this policy for nonpayment of premium, we will give you notice at least 10 days before the cancellation is effective. If we cancel this policy for any other reason, we will give you notice at least 30 days in advance of cancellation.
- C. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
- D. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- E. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be computed pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

11. SALVAGE AND RECOVERIES

All salvages, recoveries and payments excluding proceeds from underlying and excess insurance and subrogation, recovered or received subsequent to a loss settlement under our policy will be applied as if recovered or received prior to such settlement and all necessary adjustments will be made between you and us.

12. SOLE AGENT

The insured first named in the Declarations is authorized to act on behalf of all insureds with respect to giving or receiving notice of cancellation, receiving unearned premium, and agreeing to any changes in our policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: MCP0170029

Mt. Hawley Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYEE/ADDITIONAL INSURED ENDORSEMENT

Loss payee(s) and/or additional insured(s) are added as follows:

LOSS PAYEE

Cresco Equipment Rentals
800 E. Airway Blvd.
Livermore, CA 94551-0000

CNH Capital
PO Box 3600
Lancaster, PA 17604-0000

AT&T Capital Services, Inc.
2000 W. AT&T Center Drive
Hoffman Estates, IL 60192-0000
#As Respects: 2805 Spring Mt. Rd, St. Helena, CA

BCT Solutions
1240 Century Court, Suite A
Santa Rosa, CA 95403-0000
#As Respects: Rented/Leased Equipment

Blueline Rental LLC
8401 New Trails Drive Ste. 150
The Woodlands, TX 77381-0000
#As Respects: Rented/Leased Equipment

ADDITIONAL INSURED

MGG California, LLC As Collateral Agent ISAOA
One Penn Plaza, Suite 5320
New York, NY 10119-0000
#As Respects: 2805 Spring Mt. Rd, St Helena, CA

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: MCP0170029

Mt. Hawley Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL NAMED INSUREDS

The following are added to this policy as Named Insureds:

Spring Mountain Vineyard, INC.
Chateau Chevalier
Good Wine Company, A Delaware Corp

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: MCP0170029

Mt. Hawley Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS EXCLUSION

It is agreed that this policy does not insure against loss or damage arising from asbestos material, including but not limited to costs or expenses incurred by the Insured as a result of any of the following:

- (1) asbestos material removal, containment, or other abatement;
- (2) demolition or increased cost of construction, repair, debris removal, or loss of use necessitated by the enforcement of any law or ordinance regulating asbestos material; and/or
- (3) any governmental direction or request declaring that such asbestos material present in or part of or utilized on any undamaged portion of the insured's property can no longer be used for the purpose for which it was intended or installed and must be removed or modified;

Nor does any coverage provided by this policy apply to payment for the investigation or defense of any loss, damage or any cost, loss of use expense, fine or penalty or for any expense or claim or suit related to any of the above.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: MCP0170029

Mt. Hawley Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF LIABILITY ENDORSEMENT

The following special terms and conditions apply to this policy:

- A.** The Limit of Insurance or amount of insurance shown in the Declarations page of this policy is a limit or amount per occurrence, except for "earthquake" and "flood," if covered, where an annual aggregate applies. We will not pay more than this limit or amount in one disaster, casualty, or event, no matter how many locations are involved.
- B.** The premium for this policy is based on the schedule or statement of values on file with us or attached to this policy. If there is a loss under this policy, we will not pay more than the least of the following:
 - 1.** The actual adjusted amount of loss, minus the deductible(s) that applies;
 - 2.** The Limit of Insurance or amount of insurance per occurrence shown in the Declarations page of this policy or endorsed onto this policy; or
 - 3.** The stated value for the specific property involved in the loss as shown on the latest statement of values on file with us, minus the deductible(s) that applies.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: MCP0170029

Mt. Hawley Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ABSOLUTE POLLUTION EXCLUSION ENDORSEMENT**

This endorsement replaces any existing terms and/or exclusions regarding pollution liability within this policy.

We will not pay for loss, damage, cost or expense caused directly or indirectly by any of the following. Such loss, damage, cost or expense is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss:

- A.** Property damage arising out of the actual, alleged or threatened discharge, dispersal, release or escape of "pollutants," or contaminants;
 - 1. At or from premises owned, leased, rented or occupied by you,
 - 2. At or from any site or location used by or for you or others for the handling, storage, disposal, processing or treatment of waste,
 - 3. Which are at any time transported, handled, stored, treated, disposed of or processed as waste by or for you or any person or organization for whom you may be legally responsible, or,
 - 4. At or from any site or location on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations;
 - a. If the "pollutants" are brought on or to the site or location in connection with such operations, or
 - b. If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the "pollutants."
- B.** Any loss, damage, cost or expense arising out of any governmental direction or request that you test for, monitor, clean up, treat, remove, detoxify or neutralize "pollutants" or in any way respond to or assess the effects of "pollutants."

This includes loss or damage caused by or resulting from contributing to or made worse by actual, alleged or threatened release, discharge, escape or dispersal of contaminants and/or pollutants, all of which direct or indirect, proximate or remote, or in whole or in part, caused by, contributed to, or aggravated by any damage insured by the policy.

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. In addition to "pollutants" to be disposed of, waste also includes materials to be recycled, reconditioned or reclaimed. It also includes any material which after its release, dispersal or discharge, can cause or threaten damage to human health and/or human welfare, or causes or threatens damage, deteriorations, loss of value, marketability and/or loss of use, to insured property; including, but not limited to bacteria, fungi, virus, or hazardous substances as listed in the Federal Pollution Control Act, Clean Air Act, Resource Conservation and Recovery Act of 1976 and/or Toxic Substances Control Act or as designated by the U.S. Environmental Protection Agency.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TERRORISM EXCLUSION

1. We will not pay for loss, damage, cost or expense caused directly or indirectly by "terrorism" including "certified acts of terrorism," as defined in the Terrorism Risk Insurance Act, as amended, unless specifically provided by endorsement to this policy or any action taken to control, prevent, or suppress terrorism. Such loss, damage, cost or expense is excluded regardless of any other cause or event that contributes concurrently or in any sequence to this loss.

2. The following definition is added and applies under this endorsement wherever the term "terrorism" is used.

"Terrorism" means activities against persons, organizations or property of any nature:

A. That involve the following or preparation for the following:

1. Use or threat of force or violence; or
2. Commission or threat of a dangerous act; or
3. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

B. When one or both of the following applies:

1. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
2. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

3. Fire Exception

The following provision applies only where relevant state law requires coverage for fire losses resulting from acts of terrorism, and where a premium for such has been paid.

If an act of terrorism results in fire, we will pay for the loss or damage caused by that fire. This exception for fire applies only to direct loss or damage by fire to covered property. This exception does not apply to coverage for business income, extra expense, or fire legal liability.

4. Neither the terms of this endorsement nor the terms of any other terrorism endorsement attached to this policy provide coverage for any loss that would otherwise be excluded by this policy under:

- A.** Exclusions that address war, military action, or nuclear hazard; or
- B.** Any other exclusion.

5. The absence of any other terrorism endorsement does not imply coverage for any loss that would otherwise be excluded by this policy under:

- A.** Exclusions that address war, military action, or nuclear hazard; or
- B.** Any other exclusion.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: MCP0170029

Mt. Hawley Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED PREMIUM ENDORSEMENT

This endorsement changes Cancellation conditions elsewhere in the policy as follows:

This policy is subject to a minimum earned premium of 35% of the annual policy premium or \$ [REDACTED] whichever is greater.

When you request that the policy be cancelled, the total earned premium will be the calculated premium for the term of the policy or the minimum earned premium as calculated above, whichever is greater.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: MCP0170029

Mt. Hawley Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-PAYMENT OF PREMIUM

Your failure to make a timely payment of any premium due either at inception of this policy or for any subsequent endorsement will be considered a request by you to us to cancel the policy.

If we cancel for non-payment of premium, the minimum earned premium, as determined by the Minimum Earned Premium Endorsement included in this policy, will be immediately due and payable.

At our discretion, we may consider reinstating coverage if you pay us the full amount of premium due prior to the effective date of cancellation.

However, payment of overdue premium by you will not guarantee the reinstatement of coverage. Should we decide not to reinstate coverage, any unearned premium will be refunded accordingly.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: MCP0170029

Mt. Hawley Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR, BIOLOGICAL, CHEMICAL OR RADIOACTIVE EXCLUSION

We will not pay for loss, damage, cost, or expense directly or indirectly from:

- 1) The use or threatened use of nuclear, biological, chemical, radioactive substances or the like, however caused.
- 2) The accidental discharge of nuclear, biological, chemical, radioactive substances or the like, however caused.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: MCP0170029

Mt. Hawley Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WINDSTORM OR HAIL LOSS REPORTING LIMITATION ADDENDUM

Regardless of anything to the contrary in the policy to which this endorsement is attached, the following limitations apply in reference to reporting of claims under this policy:

With respect to loss or damage caused by windstorm or hail, including any named storm, you must give us prompt notice of the loss or damage and include a description of the property involved, and as soon as possible give us a description of how, when and where the loss or damage occurred. In no event may a claim be filed with us later than one year after the date of the loss or damage that is the subject of the claim.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: MCP0170029

Mt. Hawley Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA

- A.** The exclusion set forth in Paragraph **B.** applies to all coverage under all forms and endorsements that comprise this policy, including but not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense, action of civil authority, contingent business income, business income and/or extra expense from dependent properties, ingress and egress, or utility services.
- B.** We will not pay for loss or damage caused directly or indirectly by or resulting from any virus, bacterium or other microorganism. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. This exclusion applies whether or not the loss event results in widespread damage or affects a substantial area.
- C.** With respect to any loss or damage subject to the exclusion in Paragraph **B.**, the application of such exclusion supersedes the application of any exclusion relating to "pollutants".

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: MCP0170029

Mt. Hawley Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

APPRAISAL

This endorsement replaces the Appraisal Condition in the coverage form.

Appraisal

If we and you disagree on the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree on an umpire, either may request that selection be made by a judge of a federal court having jurisdiction. The appraisers will state separately the amount of loss, including an itemized determination of (1) the actual cash value for each damaged item included in the claim, and (2) the replacement cost value, if applicable under the policy, for each damaged item included in the claim. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding, and the decision must be itemized as specified in (1) and (2) above. Each party will:

- a.** Pay its chosen appraiser; and
- b.** Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

Under no circumstance is appraisal allowed under this policy to determine causation or the existence or non-existence of coverage. Appraisal is also not allowed where coverage for the claimed loss has been denied in its entirety. You cannot invoke appraisal after suit has been filed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: MCP0170029

Mt. Hawley Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEGAL ACTION CONDITIONS ENDORSEMENT

This endorsement adds the following to LEGAL ACTION AGAINST US elsewhere in the policy:

All matters arising hereunder including questions related to the validity, interpretation, performance and enforcement of this Policy shall be determined in accordance with the law and practice of the State of New York (notwithstanding New York's conflicts of law rules).

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, any Named Insured, any additional insured, and any beneficiary hereunder shall submit to the jurisdiction of a court of competent jurisdiction in the State of New York, and shall comply with all the requirements necessary to give such court jurisdiction. Any litigation commenced by any Named Insured, any additional insured, or any beneficiary hereunder against the Company shall be initiated in New York. Nothing in this clause constitutes or should be understood to constitute a waiver of the Company's right to remove an action to a United States District Court.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

CYBER AND COMPUTER RELATED LOSS EXCLUSION

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED. PLEASE READ IT CAREFULLY.

A. We will not pay for any loss, damage, expense, or threat, whether direct or indirect, to "computer data and related equipment":

1. Arising from "computer virus" or "computer hacking";
2. Caused by the transfer or delivery of covered property from a covered location or your computer to a person or place outside of a covered location on the basis of unauthorized or fraudulent instructions, including but not limited to instructions transmitted by a computer, whether or not owned by you, or via any telecommunications transmission method;
3. Arising from electrical disturbance including electromagnetic pulse, solar flare, magnetic damage, disturbance of electronic recordings, or erasure of electronic recordings;
4. Arising from power supply disturbance including interruption of power supply, power surge, blackout, or brownout;
5. Arising from the failure, malfunction or inadequacy of:
 - a. Such "computer data and related equipment" whether belonging to you or to others; or
 - b. Any products, and any services, data or functions that directly or indirectly use or rely on, in any manner, such "computer data and related equipment" due to the inability to correctly recognize, process, distinguish, interpret, or accept one or more dates or times.
6. Any actual or alleged loss of goods, money or securities resulting from "Social Engineering"; or
7. Arising from any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in this endorsement.

Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

B. However, if direct physical loss or damage not otherwise excluded by this policy results, then subject to all of its terms and conditions, we will only pay for the resulting direct physical loss or damage.

C. DEFINITIONS

1. "Computer virus" means the introduction of an electronic data processing code or other programming that:
 - a. Results in the deletion, destruction, generation, access, or modification of data;
 - b. Alter, contaminate, corrupt, degrade, or destroy the integrity, quality, or performance of data;
 - c. Damage, destroy, or cause malfunction, inadequacy, degradation, or corruption of any hardware or processing, recording, or storage media used with hardware; or
 - d. Result in the denial of access to or denial of services from your computer, your computer network, or web site.
 - e. Malware, including but not limited to, ransomware, spyware, worms, Trojan Horses, or any other harmful code or similar instruction designed to damage, destroy, disrupt, or gain access to "computer data and related equipment";

2. "Computer hacking" means an intrusion by an individual or group of individuals, whether employed by you or not, into "computer data and related equipment" that can:
 - a. Result in the deletion, destruction, generation, access, or modification of data;
 - b. Alter, contaminate, corrupt, degrade, or destroy the integrity, quality, or performance of data;
 - c. Result in the scanning or copying of data;
 - d. Cause damage, destruction, inadequacy, malfunction, degradation, or corruption of any hardware or processing, recording, or storage media used with hardware; or
 - e. Result in the denial of access to or denial of services from your computer, your computer network, or web site.
3. "Computer data and related equipment" includes the following items:
 - a. Computer hardware, including microprocessors;
 - b. Computer application software;
 - c. Computer operating systems, data, applications, code, or related software;
 - d. Computer networks, including but not limited to network facilities, cloud network, internet, intranet, and virtual private networks (VPN);
 - e. Microprocessors (computer chips) not part of any computer system;
 - f. Any other electronic equipment, communications system, or electronic device or components; or
 - g. Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in items **a.** through **f.** above. This includes any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential problems with items listed in **a.** through **f.** above.
4. "Social Engineering" means the reliance upon a deceptive misrepresentation which you believe to be genuine.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: MCP0170029

Mt. Hawley Insurance Company

Peoria, Illinois 61615

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT ENDORSEMENT

It is agreed that service of process in any suit against the Company may be made upon the Superintendent, Commissioner, or Director of Insurance or other person specified for that purpose in the statute or his successor or successors in office as their true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of any Named Insured or any additional insured or any beneficiary hereunder arising out of this contract of insurance.

The Company hereby designates Craig W. Kliethermes, President,

Mt. Hawley Insurance Company

9025 N. Lindbergh Drive, Peoria, Illinois 61615 as the person to whom the said Superintendent, Commissioner, or Director of Insurance is authorized to mail such process or a true copy thereof, in compliance with the applicable statutes governing said service of process in the state or jurisdiction.

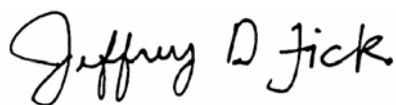
ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: MCP0170029

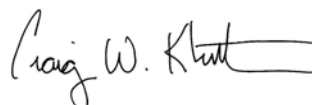
Mt. Hawley Insurance Company

SIGNATURE PAGE

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



Corporate Secretary



President & COO

Policy Number: MCP0170029

Mt. Hawley Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**CHANGE ENDORSEMENT**

ENDORSEMENT EFFECTIVE DATE: 1/12/2021

(12:01 a.m.)

ENDORSEMENT NUMBER: 1

INSURED NAME:

Spring Mountain Vineyard, Inc.

☐ ADDITIONAL PREMIUM \$☐ RETURN PREMIUM \$☒ NIL \$☐ \$☐ \$☐ \$**TOTAL \$ Nil**

IT IS UNDERSTOOD AND AGREED THAT:

☐ 1. PREMIUM☒ 7. COVERAGE☐ 13. COVERAGE IS CANCELLED☐ 2. DEPOSIT PREMIUM☐ 8. INCEPTION DATE☐ SHORT RATE☐ 3. MINIMUM PREMIUM☐ 9. EXPIRATION DATE☐ PRO RATE☐ MINIMUM PREMIUM APPLIES☐ 4. RATE☐ 10. TERMS☐ 14. ADDITIONAL INSURED BUT ONLY
AS RESPECTS THE OPERATIONS
OF THE NAMED INSURED☐ 5. INSTALLMENT☐ 11. NAME OF INSURED☐ 6. AUDIT☐ 12. ADDRESS OF INSURED☐ IS CHARGED FOR THE PERIOD:☒ IS AMENDED TO READ AS FOLLOWS:

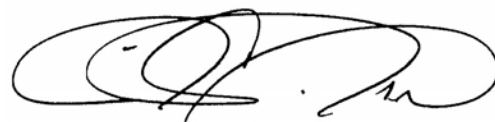
It is agreed the following Loss Payee is added to the policy:

MGG California LLC, as Collateral Agent and its successors and/or assigns
One Penn Plaza, Suite 5320
New York, NY 10119

Revised Form, CPR-2200(10/01), Loss Payee/Additional Insured Endorsement, is attached.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

BY:



DATE OF ISSUE: MB 2/5/2021

Policy Number: MCP0170029

Mt. Hawley Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYEE/ADDITIONAL INSURED ENDORSEMENT

Loss payee(s) and/or additional insured(s) are added as follows:

LOSS PAYEE

Cresco Equipment Rentals
800 E. Airway Blvd.
Livermore, CA 94551-0000

CNH Capital
PO Box 3600
Lancaster, PA 17604-0000

AT&T Capital Services, Inc.
2000 W. AT&T Center Drive
Hoffman Estates, IL 60192-0000
#As Respects: 2805 Spring Mt. Rd, St. Helena, CA

BCT Solutions
1240 Century Court, Suite A
Santa Rosa, CA 95403-0000
#As Respects: Rented/Leased Equipment

Blueline Rental LLC
8401 New Trails Drive Ste. 150
The Woodlands, TX 77381-0000
#As Respects: Rented/Leased Equipment

MGG California LLC, as Collateral Agent and its successors and/or assigns
One Penn Plaza, Suite 5320
New York, NY 10119-0000

ADDITIONAL INSURED

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: MCP0170029

Mt. Hawley Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYEE/ADDITIONAL INSURED ENDORSEMENT

Loss payee(s) and/or additional insured(s) are added as follows:

MGG California, LLC As Collateral Agent ISAOA
One Penn Plaza, Suite 5320
New York, NY 10119-0000
#As Respects: 2805 Spring Mt. Rd, St Helena, CA

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.